



**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602



**MARJORIE KELLY**  
Interim Director

September 5, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors

**GLORIA MOLINA**  
First District

**YVONNE BRATHWAITE BURKE**  
Second District

**ZEV YAROSLAVSKY**  
Third District

**DON KNABE**  
Fourth District

**MICHAEL D. ANTONOVICH**  
Fifth District

Dear Supervisors:

**APPROVE AGREEMENT TO PROVIDE INDEPENDENT  
LIVING PROGRAM TRANSPORTATION SERVICES AND AMENDMENT  
TO CHANGE THE TERMINATION DATE OF THE CURRENT  
AGREEMENT WITH DURHAM TRANSPORTATION, INC.  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to execute an Amendment 5 to Agreement Number 71790 with Durham Transportation, Inc. to change the end date of the Agreement to September 17, 2002 or the date of your Board's approval whichever is later.
2. Approve and instruct the Chairman to execute an Agreement with Durham Transportation, Inc. to provide transportation services to the Department of Children and Family Services (DCFS) Independent Living Program (ILP) and Early Start to Emancipation Planning (ESTEP) for a period of three years, effective the date of execution by your Board. The Maximum Annual Sum is \$383,044 and the Maximum Contract Sum for the three year term is \$1,149,132, which is 100% Federally funded. Funding for this contract is included in the FY 2002-03 Adopted Budget.
3. Delegate authority to the Director of DCFS to execute amendments to increase the Annual Contract Sum by no more than 10% of the Maximum Contract Sum during

the term of the Contract to meet unforeseeable increases in service requirements provided that: (a) County Counsel and Chief Administrative Office (CAO) approval

is obtained prior to executing such amendment, and (b) the Director of DCFS notify the Board and the CAO in writing within ten workdays of execution of the such amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The recommended actions provide for the continuation of transportation services for dependents and wards of the courts enrolled in the County's Independent Living Program and Early Start to Emancipation Planning program.

Transportation services are currently being provided by Durham Transportation Inc., on Agreement Number 71790 that expires September 30, 2002. Durham Transportation, Inc. is also the contractor recommended for a new Agreement that is before the Board for consideration. The Department is recommending that the existing Agreement be terminated at the same time the new Agreement is approved by your Board so that the two Agreements are not concurrent. Early termination of the existing Agreement is necessary, because the current Maximum Contract Sum is insufficient to cover the cost of the services required. The need for services is higher than anticipated at the time the current Agreement was executed. Without a new agreement, the Department would have to increase the Maximum Contract Sum of the Agreement expiring on September 30, 2002 or a lapse in services would occur.

### **Implementation of Strategic Plan Goals**

The proposed Agreement contributes to the County's Strategic Plan Goal No. 1: Service Excellence, Strategy 2, Design Seamless (One County) Service Delivery by providing standard Countywide transportation services to all dependents and wards of the court. The proposed contract also contributes to the County's Strategic Plan Goal Number 5: Children and Families' Well-Being, Strategy 2, Measure Progress Towards Improving the Five Outcomes for Children and Families by providing ILP and ESTEP Program Transportation Services that produce a measurable increase in the number of dependents and wards of the court that are able to benefit from the programs' opportunities for education and workforce readiness.

### **FISCAL IMPACT/FINANCING:**

Early termination of the existing Agreement has no fiscal impact as the funds allocated for the Agreement will have been exhausted at the time of the termination of the existing Agreement.

Honorable Board of Supervisors

September 5, 2002

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The Maximum Annual Sum for the new Agreement is \$383,044. The Maximum Contract Sum payable for the three-year contract term shall not exceed \$1,149,132. The cost of

this contract is fully financed using Independent Living Program which has no net County cost. Funding is included in the FY 2002-03 Adopted Budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The ILP program provides present and former foster youth ages 14 to 21 with life skills training to help them prepare for and succeed in the challenges of adulthood and independence. The ESTEP program identifies and addresses academic and life skills deficiencies and provides motivation for youth ages 14 and 15 to begin preparing for independence when they leave the foster care system. By providing transportation services, the County is able to ensure that the largest possible number of foster youth have access to the valuable learning experiences provided by the ILP and ESTEP programs.

Under the Agreement, the contractor is required to consider qualified GAIN participants for employment openings and comply with the Child Support Services Department's Child Support Compliance Program. The Child Support Services Department has confirmed that the recommended vendor has complied with the requirement to file a Principal Owner Information Form with its office. This is not a Proposition A contract and, therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract. The recommended contractor has certified its compliance with the County's Contractor Employee Jury Service Program. The recommended Agreement does not contain COLA provisions.

The new agreement explicitly incorporates a method of reimbursement that is more cost effective than the existing agreement. Instead of a 3-hour minimum charge with additional costs for time beyond the 3 hours, the payment method of the new agreement uses a fixed cost per child per trip for ILP or cost per group per trip for ESTEP.

The Board letter and Agreement have been reviewed by County Counsel and the Chief Administrative Office (CAO). The terms and conditions of the contract have been approved as to form by County Counsel.

#### **CONTRACTING PROCESS:**

An Invitation for Bids (IFB) was released on July 10, 2002, and mailed to 43 vendors shown in Attachment 1. The IFB was also posted on the Los Angeles County Office of Small Business website. The IFB established four geographic Transportation Groups within the County. Vendors were invited to bid on any or all of the Transportation Groups, allowing for up to four separate Agreements.

Three (3) responses to the IFB were received. On August 7, 2002, the bids were publicly opened. The lowest most responsible and responsive bidder for each of the four Transportation Groups was Durham Transportation, Inc.

Community Business Enterprise Program information for each firm that submitted a bid is shown in Attachment 2. However, the contractor was selected without regard to gender, race, creed, or color for award of an Agreement.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

Approval of Amendment Number Five and new Agreement will allow the Department of Children and Family Services to continue ensuring that the largest possible number of foster youth have access to the valuable learning experiences provided by the ILP and ESTEP programs as well as ensuring that no lapse in service will occur.

**CONCLUSION:**

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted copy of the Board letter and one copy of the Agreement to

1. Department of Children and Family Services  
Attn: Theresa Wisda, Contract Manager  
425 Shatto Place  
Los Angeles, CA 90010
2. Office of County Counsel  
Attn: Kathleen Felice, Senior Deputy Counsel  
201 Centre Plaza Drive, Suite 1  
Monterey Park, CA 91754

Respectfully submitted,

MARJORIE KELLY  
Interim Director

MJ:cj

Attachments(3)

## ATTACHMENT 1

### CONTRACTOR MAILING LIST INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES

AMMA	Kesser Bus Lines
A.C.T.S	Kids Coach
Alexanders Consultants	Laidlaw Transit
American Pacific Int'l. Coach Lines	MV Transportation
Ampco System Parking	Modern Parking, Inc.
Antelope Valley Airport Express, Inc.	Operation Shuttle
Atlantic Express of LA, Inc.	Parking Co. of America Fleet Svcs.
Blue Bus	Penske Truck Leasing
Cardinal Transportation Group, Inc.	Q.U.E.S.T., Inc.
Century Parking, Inc.	Rite Start Supported Living Svcs.
Coach USA	RTS Charter and Tours
Consolidated Routing	S.P.D. Express
Corporate Coach Charter	School & Home Transportation
Diaz Group	Secure Transportation
Durham Transportation, Inc.	Shuttle 2000
Embree Busses	SMS Transportation
Empire Enterprises	TLC Tours
ESCO, Inc.	Transportation Charter Services, Inc.
Fast Deer Bus Charter, Inc.	Transportation Concepts
Five Star Parking	Tres Estrellas de Oro, Inc.
Furth Student Trans. Svcs.	Westside Limousine Services
Golden Wings	

## ATTACHMENT 2

(INSERT CBE FORM HERE)

**Amendment Number Five to Agreement Number 71790  
with Durham Transportation Inc. for  
Independent Living Program (ILP) Transportation Services**

This Amendment Number Five (hereinafter "Amendment") to Agreement Number 71790 adopted by the Board of Supervisors on September 29, 1998, and amended by Amendment Number One dated September 12, 2000, Amendment Number Two dated August 9, 2001, Amendment Number Three dated September 25, 2002, and Amendment Number Four dated March 12, 2002, (collectively, hereinafter "Agreement") is made and entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Durham Transportation, Inc. (hereinafter "CONTRACTOR") on the \_\_\_\_ day of \_\_\_\_\_ 2002.

WHEREAS, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been providing transportation services to COUNTY's Independent Living Program youth; and

WHEREAS, Amendment Number One added funds to the annual contract sum of Year Two and Three and amended provisions of the Agreement; and

WHEREAS, Amendment Number Two increased the total allocation of Year Two to equal 10% of the annual allocation; and

WHEREAS, Amendment Number Three extended the termination date from September 30, 2002, to March 31, 2002, at a contract sum of \$135,270 for the contract period; and

WHEREAS, Amendment Number Four extended the Agreement for an additional six months, from April 1, 2002, through September 30, 2002, at a contract sum of \$135,270 for the contract period; and

WHEREAS, the current Agreement expires September 30, 2002; and

WHEREAS, CONTRACTOR is the recommended vendor selected through an Invitation for Bids process to provide transportation services to COUNTY's Independent Living Program youth; and

WHEREAS, COUNTY and CONTRACTOR agree to modify this Agreement as hereafter set forth;

NOW THEREFORE, in consideration of the forgoing and mutual consents herein said Agreement is amended as follows:

Section 4.0 TERM AND TERMINATION, is amended in its entirety to read:

#### 4.0 TERM AND TERMINATION

The term of the Agreement shall commence on October 1, 1998, and shall end on the latter of September 10, 2002, and the date the Board of Supervisors approves and adopts a new agreement with CONTRACTOR to provide transportation services to the COUNTY's Independent Living Program youth, but in no event shall the term of the Agreement extend beyond September 30, 2002.

EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.



**Amendment Number Five to Agreement Number 71790  
with Durham Transportation Inc. for  
Independent Living Program (ILP) Transportation Services**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer(s) on the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she (they) is(are) authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

by \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM;  
BY THE OFFICE OF COUNTY COUNSEL  
LLOYD W. PELLMAN, County Counsel

By \_\_\_\_\_  
County Counsel

**CONTRACT**

**BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**DURHAM TRANSPORTATION, INC.**

**FOR**

**INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
DURHAM TRANSPORTATION, INC.**

**FOR  
INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between the County of Los Angeles, hereinafter referred to as County and Durham Transportation, Inc., hereinafter referred to as Contractor. Durham Transportation, Inc. is located at 2713 North River Avenue, Rosemead, California.

**RECITALS**

WHEREAS, the County may contract with private businesses for Transportation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution
- 1.8 EXHIBIT H – Invoice Instructions, ILP Transportation Service



## 1.9 EXHIBIT I – Invoice Instructions, ESTEP Transportation Service

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 - Change Notices and Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Community Colleges Foundation (CCF):** For the purpose of this document, an association of community colleges that is contracted with by the County of Los Angeles to provide life skills training to dependents and wards of the courts.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.3 County's Contract Program Director (CPD):** Person designated by the Director of Department of Children and Family Services with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Program Manager. The CPD is responsible for ensuring that the objectives of this Contract are met and determining the Contractor's compliance with the Contract.
- 2.4 County's Contract Program Manager (CPM):** Person designated by the County's Contract Program Director to manage the operations under this Contract. The CPM is responsible to oversee the day-to-day activities of this Contract, including inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 Director:** The Director of the Department of Children and Family Services Department.
- 2.7 Early Start to Emancipation Planning (ESTEP):** A program established to motivate youth ages 14 and 15 to begin preparing for independence when they leave the foster care system at a later age. The ESTEP program also identifies and addresses academic and life skills deficiencies.
- 2.8 Independent Living Program (ILP):** A federally funded program designed to help present and former foster youth ages 14-21 prepare for and succeed

in the challenges of adulthood and independence. Among the skills taught in ILP classes are making good decisions, money management, finding and apartment, and job search skills.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing upon execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify the Department of Children and Family Services when this Contract is within six (6) months from the expiration of the term provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the CPD at the address provided in Exhibit D.

### **5.0 CONTRACT SUM**

- 5.1 The County and Contractor agree that this is a firm fixed price contract. The Contractor shall not be entitled to any payment by the County under this Contract except for satisfactorily performed tasks and deliverables identified in Exhibit A, Statement of Work.
- 5.2 The total amount of funds authorized for expenditure to the Contractor is the Maximum Contract Sum. For the three (3) year term of this Contract, the Maximum Contract Sum is \$1,149,132. The amount payable under this Contract for each of the contract years shall not exceed the Maximum Annual Contract Sum, \$383,044. As a result of unforeseeable increase in service demand, the Maximum Contract Sum and the Maximum Annual Contract Sum may be modified as set forth in Sub-paragraph 8.4.4.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum authorized under this Contract. Upon occurrence of this event, Contractor shall send written notification to the CPD at the address herein provided in Exhibit D.

## **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work. The Contractor shall prepare invoices monthly in arrears, which shall include only the charges for services rendered in the previous month. The Contractor's payments shall be as provided in Exhibit B, Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Schedule.
- 5.5.3 The Contractor shall prepare separate invoices monthly for each community college destination and each program served.
- 5.5.4 ILP Transportation Services shall be invoiced by the Contractor in accordance with Exhibit H, Invoice Instructions, ILP Transportation Service.
- 5.5.5 ESTEP Transportation Services shall be invoiced by the Contractor in accordance with Exhibit I, Invoice Instructions, ESTEP Transportation Service.
- 5.5.6 The Contractor shall submit monthly invoices to the County by the 10th calendar day of the month following the month of service. No invoice will be approved for payment unless the information required in Exhibit H or Exhibit I is complete.
- 5.5.7 All invoices under this Contract shall be submitted on diskette in Excel 97 or later edition, and in two (2) printed copies to the following address:

Department of Children and Family Services  
Attention: Finance Department  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

- 5.5.8 Upon receipt of the Contractor's monthly invoice, Finance shall forward a copy of the invoice to the County Program Director, or

designee, for review and approval. The County Program Director shall review the detailed charges to ensure charges are in accordance with the Contract terms and that invoiced services have been received.

- 5.5.9 Upon approval of the monthly invoice, the County Program Director, or designee, shall return the invoice to the Finance Department for payment.
- 5.5.10 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of the Contract. The County shall attempt to authorize payment within thirty (30) days following receipt of invoice provided that all work performed during the preceding month has been reviewed, accepted, signed, and dated by the County Program Director or designee. The County has no obligation to pay for any work except those services expressly authorized by this Agreement.
- 5.5.11 The Contractor is responsible for the accuracy of invoices submitted to the County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by the Contractor. Overpayment received by the Contractor, as determined by the County Program Director or designee shall be returned to the County by the Contractor within thirty (30) days of receiving notification of such overpayment, or shall be set off against future payments due the Contractor. Notwithstanding any other provision of this Contract, the Contractor shall return to the County any and all payments that exceed the Maximum Contract Sum. Furthermore, the Contractor shall return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.12 The Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and Contractor agrees that the County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.
- 5.5.13 The Contractor shall notify the County, in the manner set forth in Sub-paragraph 8.34 of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, the Contractor shall notify the County, in the manner set forth in Sub-paragraph 8.34 of this Agreement, when this Agreement is within six (6) months of expiration.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit D. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County Program Director**

Responsibilities of the County Program Director include:

- Ensuring that the objectives of this Contract are met;
- Recommending changes in the terms and conditions of this Contract in accordance with Paragraph 8.4, Change Notices and Amendments; and
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- Reviewing Contractor's Invoices and signing if approved for payment.

The County Program Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.2 County Program Manager**

The responsibilities of the County Program Manager include:

- Meeting with the Contractor Project Manager on a regular basis; and
- Managing the Contract work on a day-to-day basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Project Manager**

- 7.1.1 Contractor Project Manager is designated in Exhibit E. The Contractor shall immediately notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 The Contractor Project Manager shall have full authority to act on behalf of the Contractor in all matters relating to the daily operation of this Contract including the execution of Change Notices and Amendments for this Contract that may be made pursuant to Subparagraph 8.4, Changes Notices and Amendments, of this Contract.
- 7.1.3 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County Program Manager on a regular basis. The Contractor Project Manager or his designated alternate shall be available in Los Angeles County on a daily basis during the business hours of 8:00 a.m. to 5:00 p.m. to communicate with County personnel regarding operation of the Contract.

### **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, the Contractor Project Manager.

### **7.3 Contractor's Staff Identification**

- 7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the contractor's staff's photo identification badge at the time of removal from working on the Contract.

#### **7.4 Security Clearance**

- 7.4.1 Contractor personnel providing services in conjunction with this Contract will be required to undergo and pass to the satisfaction of County a background and security investigation as a condition of beginning and continuing work under the Contract. Contractor must submit to the CPM documentation of a satisfactory background investigation prior to any employee's start of work. County may request that such investigations be conducted periodically during the term of the Contract.
  - 7.4.1.1 The investigation shall be conducted by County at Contractor's expense and shall consist of a background and fingerprint check with the Los Angeles County Sheriff's Department, the California Department of Justice, the Federal Bureau of Investigation, and the National Crime Information Center.
  - 7.4.1.2 Any County staff may immediately deny or terminate County or class facility access to any Contractor's staff that does not pass such investigations to the satisfaction of County organization. The CPM shall direct Contractor to replace any Contractor employee that does not pass such investigations.
  - 7.4.1.3 Contractor shall note that disqualification of any Contractor staff due to a background and/or security investigation will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Contract.
- 7.4.2 Contractor shall ensure that drivers not have a criminal record involving children prior to transporting County clients. Verification of such must be available to the CPM at his/her request.
- 7.4.3 CONTRACTOR employees assigned to perform work under this Contract must have a good driving record defined as no more than one point in the last 36 months as evidenced by DMV reports. Verification of such must be available to the CPM at his/her request.

## **7.5 Confidentiality**

- 7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State, or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agent and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non - Employee Acknowledgment and Confidentiality Agreement", Exhibit G2. The Contractor shall notify the County of any attempt to obtain confidential records through the legal process.
- 7.5.2 The Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **7.6 CHILD ABUSE PREVENTION REPORTING**

- 7.6.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, the Contractor will immediately notify the County and the Child Abuse Hotline whenever the Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 7.6.2 The Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in section 11164, et Seq. of the Penal Code. This responsibility shall include:
- 7.6.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a) to report child abuse, sign the statement contained in Exhibit G3 certifying that he or she knows of the reporting requirements and will comply with them.
- 7.6.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect. A



procedure acceptable to the County shall be submitted to the CPD prior to start of work.

7.6.2.3 The assurance that all employees of the Contractor and subcontractors understand that the safety of the child is always the first priority.

## **7.7 Criminal Clearances**

CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

<b>SECTION</b>	<b>TITLE</b>
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273(a)	Great bodily harm or death to child; endangerment of person or health.
273(a)(b)	Assault resulting in death of child under 8 years of age.

273(d)	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273(g)	Degrading, immoral or vicious practices in the presence of children.

SECTION	TITLE
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288(a)	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647(a)&(d)	Disorderly conduct relating to lewd act/behavior or prostitution.
667.5(c)	Violent felony as defined in California Penal Code Section 667.5 (c)

## 8.0 TERMS AND CONDITIONS

### 8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the

prior written consent of the Director of the Department of Children and Family Services. Any unapproved assignment or delegation shall be null and void. Any payments by the Department of Children and Family Services to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Department of Children and Family Services sole discretion, against the claims which the Contractor may have against the County.

- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Department of Children and Family Services express prior written approval, may result in the termination of this Contract.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

- 8.3.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 8.3.2 All funds for payment are conditioned upon the County Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.
- 8.3.3 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

## **8.4 CHANGE NOTICES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

8.4.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by Contractor and the Director. Approval of County Counsel must be obtained for any changes that affect the scope of work.

8.4.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the Contractor, and thereafter submitted to County's Board of Supervisors for consideration and, if approved, execution.

8.4.3 For purposes of Sections 8.4.1 and 8.4.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Paragraph 5.0 of this Agreement.

8.4.4 Notwithstanding the provisions of Sections 13.1 and 13.2, County's Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to Contractor which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:

8.4.4.1 County's total payments to Contractor shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.

8.4.4.2 County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

8.4.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

8.4.4.4 The Director shall notify County's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within ten (10) days following execution of such amendment.

8.4.5 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Board of Supervisors.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate a complaint policy for receiving, investigating and responding to written or verbal user complaints.

Within fifteen (15) workdays after contract effective date, the Contractor shall provide the County Program Manager with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within five (5) workdays.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor's policy shall provide for preliminary investigation of all written or verbal complaints and notification to the County Program Manager of the status of the investigation within five (5) workdays of receiving the user's complaint.

The Contractor's policy shall provide that copies of all written responses to the complainant shall be sent to the County Program Manager within three (3) workdays of mailing to the complainant.

The Contractor's policy shall include a formal follow-through procedure that shall be instituted when complaints cannot be resolved informally. The formal procedure shall include meetings with the Contractor Project Manager, formal plans for specific actions, and strict time deadlines.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The Contractor shall conform to and abide by all applicable Municipal, County, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

8.6.1.1 The Contractor acknowledges that this Agreement will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

8.6.1.2 The Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.6.1.3 The Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

8.6.2 Failure by the Contractor to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

8.6.3 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed,

color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C, Contractor's EEO Certification.

## **8.8 CONFLICT OF INTEREST**

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

## **8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) program or General Relief Opportunity for Work (GROW) program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer

GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.11 CONSIDERATION OF FORMER FOSTER YOUTH**

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 39.0 and 40.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services  
425 Shatto Place, Room 307  
Los Angeles, California 90020  
FAX: (213) 383-3773

8.11.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s) requests for application(s) may be sent, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

8.11.3 In the event that laid-off County employees, GAIN/GROW participants, and former foster youth are available for hiring, County employees shall be given first priority, GAIN/GROW participants shall be given second priority, and former foster youth shall be given third priority.

## **8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

8.12.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2)



committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

8.12.6 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

8.12.7 These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW**

8.15.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. Director hereby reserves the right to assign such personnel as are needed to serve as Contract Program Director and Contract Program Manager in order to inspect and review the Contractor's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.

8.15.2 The Contractor hereby agrees to cooperate with the Director Contract Program Director, Contract Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of the Contractor's work, records, and procedures at any reasonable time.

8.15.3 The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.15.4 At the request of the County, the Contractor or its appropriate representative shall attend meeting and/or training sessions as determined by the County.

8.15.5 Contractor shall prepare and submit to the CPD a written semi-annual report describing the services provided throughout each Fiscal Year. The Contractor's semi-annual report shall include, but not be limited to a description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Contract, and any difficulties encountered that could jeopardize the completion of the work as scheduled.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 Contractor shall repair or cause to be repaired, at its own cost, any and all damage to county facilities, buildings, or grounds caused by contractor or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized offices of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8.4, and received via communications facilities, as legally sufficient

evidence that such original signatures have been affixed to Changes Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

#### **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Department of Children and Family Services  
Contract Administration, Room 205  
425 Shatto Place  
Los Angeles, CA 90020

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less

than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

**8.24.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

**8.24.3 Workers’ Compensation and Employers’ Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

## **8.25 JURY SERVICE**

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit F and incorporated by reference into and made a part of the Contract.

**8.25.1** Unless Contractor has demonstrated to the County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.25.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.25.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.25.4 Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.26 LIQUIDATED DAMAGES**

8.26.11 f, in the judgment of the County, the Contractor breaches the Contract requirements as specified in the Performance



Requirements Summary (PRS) Chart as defined in Attachment 4, Statement of Work, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee, shall notify the Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.26.2 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C, Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Program Manager and/or County Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Program Manager or County Program Director is not able to resolve the dispute, the Bureau Chief, Children and Family Services Bureau of the Department of Children and Family Services shall resolve it.

## **8.32 NOTICE TO COUNTY REGARDING CONTRACT STATUS**

The Contractor shall notify the County as provided in Sub-paragraph 5.3 when expenditures under this Contract total seventy-five percent (75%) of the Contract Sum. The Contractor shall also notify the County as provided in Section 4.2 when the Contract is within six (6) months of expiration.

## **8.33 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D and E. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department of Children and Family Services shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; or

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Program Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual Section 23-353. The Contractor agrees that the County, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its representatives, including, but not limited to, the U.S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon

demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request::

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:



Department of Children and Family Services  
Contract Administration, Room 205  
425 Shatto Place  
Los Angeles, CA 90020

before any subcontractor employee may perform any work hereunder.

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Contract pursuant to Paragraph 8.43, Termination for Default.

#### **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per

diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County Program Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this

Subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience.

8.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director of the Department of Children and Family Services, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22, Indemnification.

8.43.6 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully

comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**INDEPENDENT LIVING PROGRAM TRANSPORTATION  
SERVICES AGREEMENT**

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

**ATTEST:**

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

DURHAM TRANSPORTATION, INC

By \_\_\_\_\_

By \_\_\_\_\_  
Chris M. Stone  
Contractual Relations Officer  
Federal Tax  
Identification Number: 95-3320487

APPROVED AS TO FORM:  
Lloyd W. Pellman  
County Counsel

By \_\_\_\_\_  
Kathleen Bramwell  
Principal Deputy County Counsel  
Public Services Division



**COUNTY OF LOS ANGELES**  
**DEPARTMENT**  
**OF**  
**CHILDREN AND FAMILY SERVICES**

**INDEPENDENT LIVING PROGRAM**  
**TRANSPORTATION SERVICES**

**STATEMENT OF WORK**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES**

**STATEMENT OF WORK**

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**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**INDEPENDENT LIVING PROGRAM TRANSPORTATION SERVICES**

**STATEMENT OF WORK**

**1.0 SCOPE OF WORK**

- 1.1 CONTRACTOR shall provide transportation services for foster youth enrolled in the Department of Children and Family Services (DCFS) Independent Living Program and Early Start to Emancipation Program.
- 1.2 CONTRACTOR shall provide all vehicles, labor, and supplies to perform the services specified in this Statement of Work.
- 1.3 All work shall be performed in the County of Los Angeles.
- 1.4 The safety of children under the care of DCFS shall be the utmost importance guiding any activity performed under this Contract by CONTRACTOR.
- 1.5 CONTRACTOR shall exhibit sensitivity to the diverse cultural backgrounds of County of Los Angeles population at all times during performance of work under this Contract.

**1.6 Independent Living Program (ILP)**

ILP classes are currently contracted with the Community Colleges Foundation (CCF) and held at various CCF community colleges. One to six ILP modules may be scheduled annually at each CCF community college. An ILP module consists of two (2) classes per week for a period of five (5) weeks. Classes begin at 6:00 p.m. and end at 9:00 p.m. during the week. Classes may be scheduled Monday and Wednesday evenings or Tuesday and Thursday evenings. Class sizes may range from ten (10) to twenty-five (25) youth. If a class falls on a holiday, classes may not be held on that day. A make up class will be held on a Saturday from 9:00 a.m. to 3:00 p.m. Saturday make-up classes will be reflected on the 2002-2003 schedule of ILP Modules. It is anticipated that there will be approximately 85 modules per year at various community college campuses requiring transportation of approximately 10 to 25 youth for each module. Youth will be picked up at their individual homes, transported to the community colleges, and returned to their individual homes. COUNTY does not guarantee a minimum or a maximum number of modules and or the number of youth, both of which will be adjusted according to County needs. See chart in Sub-paragraph 1.8 below for estimated workload. County reserves the right to change the ILP schedule of classes and/or class locations according to the needs of the County.

**1.7 Early Start To Emancipation Program (ESTEP)**

ESTEP classes are also currently contracted with Community Colleges Foundation (CCF) and held at various CCF community colleges. One to six ESTEP modules may be scheduled annually at each CCF community college. Each ESTEP Module consists of six Saturday classes from 10:00 a.m. to 2:00 p.m. Only two (2) of the six classes will require transportation by

CONTRACTOR. Class sizes range from 25-30 youth. Youth will be picked-up at a pre-designated location, transported to the workshops and returned to the pre-designated location. It is anticipated that there will be approximately 80 modules per year at various community colleges. COUNTY does not guarantee a minimum or a maximum number of modules and or the number of youth, which are adjusted according to County needs. See chart in Sub-paragraph 1.8 below for estimated workload. County reserves the right to change the ESTEP schedule of classes and/or class locations according to the needs of the County.

### 1.8 Estimated Transportation Services Workload

Program	CCF Colleges	No. of Modules Per College	No. of Modules Per Year	Length of Module	Classes per Module	Classes per Year	Transportation Needs
ILP	19	1 - 6	85	5 weeks	10 (Mon & Wed or Tue & Thur)	850	10 – 25 youth each class meeting
ESTEP	19	1 - 6	80	6 weeks	6 (Saturday)	160	25 – 30 youth each class meeting (for 2 of 6 classes)

## 2.0

### DEFINITIONS

- 2.1 Activity Schedule: The schedule of ILP and ESTEP Modules and class dates prepared by CCF in conjunction with COUNTY'S Department of Children and Family Services.
- 2.2 ESTEP Route Report: Document submitted by CONTRACTOR to County for each ESTEP Module that shows shortest round trip mileage, written narrative of route to be followed, and estimated one way travel time.
- 2.3 ILP Route Report: Document submitted by CONTRACTOR to County for each ILP Module that shows name of youth, shortest round trip mileage, written narrative of route to be followed, and estimated one way travel time.

## 3.0

### GENERAL REQUIREMENTS

- 3.1 CONTRACTOR must maintain current required business licenses, including a valid Transportation Charter Party Permit issued by the State of California Public Utilities Commission.
- 3.2 CONTRACTOR must maintain a business office and vehicle dispatch facilities within the County of Los Angeles for the duration of the Contract. CONTRACTOR'S dispatch facilities must be staffed at least two hours prior to the start of service and one hour after the end of service under this Contract. CONTRACTOR'S employee on duty must have the authority to schedule

CONTRACTOR'S vehicles, supervise CONTRACTOR'S employees, and to respond to inquiries from COUNTY and COUNTY clients.

- 3.3 CONTRACTOR must maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all CONTRACTOR'S drivers providing service under this Contract. Reports shall be available to the CPM on request. COUNTY reserves the option of doing a DMV check on CONTRACTOR'S drivers once a year.
- 3.4 CONTRACTOR must maintain copies of most recent California Highway Patrol (CHP) vehicle inspection reports for all vehicles with seating for 11 or more persons including driver. Reports shall be made available to the CPM on request.
- 3.5 CONTRACTOR must maintain records of PUC or CHP drug and alcohol testing for drivers providing service under this Contract. Records shall be available to the CPM upon request.
- 3.6 CONTRACTOR must maintain records of annual first aid/CPR training for drivers providing service under this Contract. Records shall be available to the CPM upon request.
- 3.7 CONTRACTOR'S drivers shall have a cellular telephone in working condition, in each vehicle, for communication with CONTRACTOR'S dispatcher.
- 3.8 CONTRACTOR shall ensure that vehicles to be used to transport youth are inspected daily prior to a trip for safety (tire inflation and tread wear, headlights and signal indicators, cracked/broken windows, etc.) and that communication devices on the vehicles are working properly. Inspection records shall be subject to COUNTY review upon request.
- 3.9 CONTRACTOR must ensure handicapped accessible vehicles are available for any scheduled route if required by the needs of a youth and COUNTY.
- 3.10 CONTRACTOR shall verbally notify CPM immediately regarding any incident or injury to youth, including vehicle accidents. A written Incident Report shall be submitted to the CPM within one (1) business day following a verbal notification. Complaints or concerns regarding youth shall be reported to CPM within 1 business day and followed by a written notice.

#### 4.0

#### SPECIFIC REQUIREMENTS

Transportation services required by the Department of Children and Family Services for its ILP and ESTEP Programs is of two types.

##### 4.1 ILP Residence Pickup Transportation Services

ILP Module classes require CONTRACTOR to transport youth from their individual residences to a designated class or event site and return them to their individual residences. An Activities Schedule listing ILP modules and dates requiring transportation services will be provided to CONTRACTOR by the CPM three (3) weeks prior to the effective date of the Contract and thereafter three (3) weeks prior to the Contract anniversary date. The Activities Schedule may be

revised by the CPM or designee from time to time according to changing needs of the ILP.

- 4.1.1 COUNTY will provide CONTRACTOR, ten (10) days prior to the start of each IPM Module, with a roster of youth to be transported. The roster will contain the destination, dates, class start and end times, and each youth's name and address.
- 4.1.2 CONTRACTOR will determine the shortest round-trip mileage between each youth's residence and destination displayed by any public Internet website(s) that provides mileage calculation services (e.g., yahoo.com, mapquest.com, maps.com, or emiler.com). The shortest round trip mileage is subject to COUNTY verification using public Internet sites. In cases of discrepancies regarding mileage, COUNTY shall solely determine the shortest round-trip mileage.
- 4.1.3 CONTRACTOR shall prepare an ILP Route Report for each ILP Module. The ILP Route Report shall contain the name of each youth on the route, shortest round trip mileage for each youth as determined in Sub-paragraph 4.1.2, a written narrative of the proposed route to be taken, and the estimated one-way total travel time for the route.
- 4.1.4 CONTRACTOR shall conduct trial testing of the proposed route prior to the start of each new ILP module. The test route shall be conducted between the hours of 4 and 6 p.m. on a weekday. CONTRACTOR will submit the completed ILP Route Report to the CPM five (5) business day prior to the start of the module. The CPM may require a change to a route at any time based on changing needs of the ILP Program.
- 4.1.5 Maximum one-way travel time for residence pickup routes shall not exceed one (1) hour.
- 4.1.6 Routes shall be planned to arrive at the destination not later than ten (10) minutes prior to the scheduled class.
- 4.1.7 Return transportation for a route shall be available twenty (20) minutes prior to the scheduled class end time.

#### **4.2 ESTEP Point-to-Point Transportation Services**

The ESTEP Program requires point-to-point transportation of groups of youth from a single departure point to a designated class site and return transportation to the original departure point. An Activities Schedule listing ESTEP modules and dates requiring transportation will be provided to CONTRACTOR by the CPM three (3) weeks prior to the effective date of the Contract and thereafter three (3) weeks prior to the Contract anniversary date. The Activities Schedule may be revised by the CPM or designee from time to time according to changing needs of the ILP.

- 4.2.1 COUNTY will provide CONTRACTOR, ten (10) days prior to the start of each ESTEP Module, with a roster of youth to be transported. The roster

will contain the destination, the designated pick up point, dates, class start and end times, and each youth's name and address.

- 4.2.2 CONTRACTOR will determine the shortest round-trip mileage between the designated pick up point and destination displayed by any public Internet website (s) that provides mileage calculation services (e.g., yahoo.com, mapquest.com, maps.com, or emiler.com). The shortest round trip mileage is subject to COUNTY verification using public Internet sites. In cases of discrepancies regarding mileage, COUNTY shall solely determine the shortest round-trip mileage.
- 4.2.3 CONTRACTOR shall prepare an ESTEP Route Report for each ESTEP Module. The ESTEP Route Report shall contain the shortest round trip mileage between the pick up point and destination as determined in Sub-paragraph 4.2.2, a written narrative of the proposed route to be taken, and the estimated one-way total travel time for the route.
- 4.2.4 CONTRACTOR shall conduct trial testing of the proposed route prior to the start of each new ESTEP module. The test route shall be conducted between the hours of 4 and 6 p.m. on a weekday. CONTRACTOR will submit the completed ESTEP Route Report to the CPM five (5) business day prior to the start of the module. The CPM may require a change to a route at any time based on changing needs of the ESTEP Program.
- 4.2.5 Maximum one-way travel time shall not exceed one (1) hour.
- 4.2.6 Routes shall be planned to arrive at the destination not later than ten (10) minutes prior to the scheduled class.
- 4.2.7 Return transportation for a route shall be available twenty (20) minutes prior to the scheduled class end time.
- 4.3 CONTRACTOR'S drivers shall follow the approved ILP or ESTEP route. Route modifications may be made only to accommodate ILP youth reported absences or failures to board. Drivers shall not make any unnecessary or unscheduled stops while driving between the designated pick-up and drop-off locations. Exceptions shall be a vehicle breakdown, natural disaster, or other event beyond control of CONTRACTOR or its driver(s).

## 5.0

## DELIVERABLES

CONTRACTOR shall provide the deliverables in accordance with Statement of Work Attachment 3, Deliverables Matrix.

## 6.0

## COUNTY RESPONSIBILITIES

### 6.1 Access

COUNTY shall provide CONTRACTOR reasonable access to personnel, pertinent documentation, and any additional information relevant to the transporting of ILP and ESTEP youth including class schedules, name of youth,

address, and telephone number. CONTRACTOR shall hold all such information in confidence, pursuant to provisions of Sub-paragraph 7.5 of the Contract.

**6.2 Annual Activities Schedule**

COUNTY shall provide CONTRACTOR with an annual Activities Schedule of ILP and ESTEP classes and sessions, special events, and workshops three (3) weeks prior to the start of the Contract term and three (3) weeks prior to each subsequent anniversary date of the Contract.

**6.3 Class Roster**

COUNTY will provide CONTRACTOR with individual rosters for scheduled ILP and ESTEP modules, to include youth names and addresses, the destination community college, and start and end times. COUNTY will fax or e-mail module rosters to CONTRACTOR five (5) business days prior to the start of each module. Module rosters are subject to change by COUNTY at any time.

**7.0**

**CONTRACTOR RESPONSE**

7.1 CONTRACTOR personnel shall be employees of CONTRACTOR. CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge employees. However, any CONTRACTOR employee who, in the opinion of the CPM, is unsatisfactory will be removed from service to this Contract immediately. The CPM may, at his/her sole discretion, direct CONTRACTOR to replace any of the employees CONTRACTOR has provided whom the CPM determines have performed act(s) during the performance of their work that make it inappropriate for such persons to be in contact with COUNTY clients. CONTRACTOR is to replace such employee immediately.

7.2 CONTRACTOR personnel must be at least eighteen (18) years of age.

7.3 CONTRACTOR personnel must fluently read, speak, and comprehend the English language.



- 7.4 CONTRACTOR personnel performing as vehicle drivers must hold a valid Class B drivers license with "P" endorsement issued by the State of California.
- 7.5 CONTRACTOR personnel performing as vehicle drivers shall receive at CONTRACTOR'S expense annual training in first aid/CPR by an agent certified by the American Red Cross to conduct such training.
- 7.6 CONTRACTOR personnel shall have a thorough knowledge of the work to be performed and the performance standards to be met.

**8.0****QUALITY CONTROL**

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the CPM no later than fifteen (15) days after award of the Contract. The plan shall include a description of a monitoring system covering all services and deliverables required by this Statement of Work along with methods for identifying and preventing deficiencies in the quality of services. At a minimum, the plan shall include:

- 8.1 CONTRACTOR activities to be monitored to ensure compliance with all Statement of Work and Contract requirements.
- 8.2 Method of monitoring in insure Statement of Work and Contract requirements.
- 8.3 Frequency of monitoring
- 8.4 Samples of forms and reports to be used
- 8.5 Title and qualifications of personnel performing monitoring functions
- 8.6 A file of all inspections conducted by the CONTRACTOR, to include a clear description of the problem, the time elapsed between identification and completed corrective action, and the corrective action taken. The file shall be provided to the COUNTY upon request.

## 9.0

## COUNTY'S QUALITY ASS

COUNTY will evaluate CONTRACTOR'S performance under the Contract using the quality assurance procedures below.

9.1 The County Program Manager or designee may require CONTRACTOR'S Program Manager to attend performance evaluation meetings on an as needed basis at the COUNTY'S sole discretion. If problems are identified COUNTY may require CONTRACTOR'S Program Manager to perform the following:

9.1.1 Recommend methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

9.1.2 Recommend methods for insuring uninterrupted service to COUNTY.

## 10.0

## MONITORING

10.1 The CPM shall monitor CONTRACTOR'S performance to the Contract based on, but not limited to, the Performance Requirements Summary (Attachment 5). If at any time during the term of the Contract, the work does not meet the performance standards, the CPM shall write a Contract Discrepancy Report (CDR) (Attachment 4) and issue the CDR to CONTRACTOR within 5 working days of discovering the unsatisfactory performance. CONTRACTOR shall respond within five (5) working days upon notification by the CPM and correct the discrepancy, at CONTRACTOR'S expense, if any.

10.2 As indicated in Paragraph 8.1 above, a CDR will be issued by the CPM to CONTRACTOR as a means to correct all discrepancies and to preclude a recurrence. For continued same discrepancy occurrences, the CPM will reduce CONTRACTOR'S payment in accordance with the payment deduction schedule outlined below. Upon occurrence of the of same discrepancy for the 4<sup>th</sup> time, the CPM may request that the Contracting Section issue a "Show Cause Letter" asking CONTRACTOR to indicate why the Contract should not be terminated for default. Inadequate explanations to the show cause letter by CONTRACTOR may cause the agreement to be terminated for default.

10.2.1 Payment Deduction

- |    |                   |   |
|----|-------------------|---|
| a. | First Occurrence  | CDR sent, corrective action requested.  |
| b. | Second Occurrence | \$50 deduction from CONTRACTOR'S invoice, 2 <sup>nd</sup> CDR sent, second corrective action requested. |
| c. | Third Occurrence  | \$100 deduction from CONTRACTOR'S invoice, 3 <sup>rd</sup> CDR sent, third corrective action requested. |
| d. | Fourth Occurrence | \$250 deduction from CONTRACTOR'S invoice, issuance of "Show-Cause Letter"                              |

requiring CONTRACTOR to explain why COUNTY should not terminate the contract for default.

#### 10.2.2 Same Deficiency Frequencies

- a. If a deficiency is not corrected prior to a follow-up inspection and/or the same deficiency reoccurs during two (2) consecutive months, the deficiency will be considered a second occurrence.
- b. If a deficiency is not corrected prior to a second follow-up inspection and/or the same deficiency reoccurs during three (3) consecutive months, the deficiency will be considered a third occurrence.
- c. If a deficiency is not corrected prior to a third follow-up inspection and/or the same deficiency reoccurs during four (4) consecutive months, the deficiency will be considered a fourth occurrence.

## EXHIBIT A

## ATTACHMENT 1

### COMMUNITY COLLEGE FOUNDATION MEMBER COLLEGES

ANTELOPE VALLEY COMMUNITY COLLEGE  
3041 West Avenue K  
Lancaster, CA 93536  
661-622-6300 ext. 6251

CERRITOS COLLEGE  
11110 East Alondra Blvd.  
Norwalk, CA 90605  
562-467-5000, ext. 4104  
fax: 562-467-5005  
Email: [www.cerritos.edu](http://www.cerritos.edu)

CITRUS COLLEGE  
1000 West Foothill Boulevard  
Glendora, CA 91741  
626-857-4046 (direct line)  
Email: [www.citrus.cc.ca.us](http://www.citrus.cc.ca.us)

COLLEGE OF THE CANYONS  
26466 North Rockwell Canyon Road  
Santa Clarita, CA 91355  
661-259-7800, ext.3503  
fax: 661-255-3048  
Email: [www.coc.cc.ca.us](http://www.coc.cc.ca.us)

COMPTON COMMUNITY COLLEGE  
1111Artesia Boulevard  
Compton, CA 90221  
310-900-1619

EAST LOS ANGELES COLLEGE  
1301 Avenida Cesar Chavez  
Monterey Park, CA 91754  
323-265-8641  
Email: [www.elac.cc.ca.us](http://www.elac.cc.ca.us)

# EXHIBIT A

## ATTACHMENT 1

### COMMUNITY COLLEGE FOUNDATION MEMBER COLLEGES

EL CAMINO COLLEGE  
16007 Crenshaw Boulevard  
Torrance CA 90506  
310-660-3570  
fax: 310-660-3392  
Email: [www.elcamino.cc.ca.us](http://www.elcamino.cc.ca.us)

LONG BEACH CITY COLLEGE  
1305 East Pacific Coast Highway  
Long Beach, CA 90808  
562-938-4111

LOS ANGELES CITY COLLEGE  
855 North Vermont Street  
Los Angeles, CA 90029  
323-953-4558  
fax: 323-913-0735  
Email: [www.lacc.cc.ca.us](http://www.lacc.cc.ca.us)

LOS ANGELES HARBOR COLLEGE  
1111 Figueroa Place  
Wilmington, CA 90744  
310-522-8366  
fax: 310-537-4548  
Email: [www.lahc.cc.ca.us](http://www.lahc.cc.ca.us)

LOS ANGELES MISSION COLLEGE  
13356 Elrige Avenue  
Sylmar, CA 91342  
818-364-7736  
fax: 818-364-7807  
Email: [www.lamission.cc.ca.us](http://www.lamission.cc.ca.us)

LOS ANGELES PIERCE COLLEGE  
6201 Winnetka Avenue  
Woodland Hills, CA 91371  
818-719-6425  
fax: 818-710-9844  
Email: [www.piercecollege.com](http://www.piercecollege.com)

# EXHIBIT A

## ATTACHMENT 1

### COMMUNITY COLLEGE FOUNDATION MEMBER COLLEGES

#### LOS ANGELES SOUTHWEST COLLEGE

1600 West Imperial Highway  
Los Angeles, CA 90047  
323-241-5291  
fax: 323-241-5476  
Email: [www.lasc.cc.ca.us](http://www.lasc.cc.ca.us)

#### LOS ANGELES TRADE TECHNICAL COLLEGE

400 West Washington Boulevard  
Los Angeles, CA 90007  
213-744-9015  
email: [www.latt.cc.ca.us](http://www.latt.cc.ca.us)

#### LOS ANGELES VALLEY COLLEGE

5800 Fulton  
Van Nuys, CA 91401  
818-781-1200, ext. 2622  
Email: [www.lavc.cc.ca.us](http://www.lavc.cc.ca.us)

#### MOUNT SAN ANTONIO COLLEGE

1100 North Grand  
Walnut, CA 91789  
909-594-5611  
Email: [www.mtsac.edu](http://www.mtsac.edu)

#### PASADENA CITY COLLEGE

3035 Foothill Boulevard  
Pasadena, CA 91107  
626-585-7091/3037  
fax: 626-585-3101  
Email: [www.paccd.cc.ca.us](http://www.paccd.cc.ca.us)

#### RIO HONDO COLLEGE

3600 Workman Mill Road  
Whittier, CA 90608  
562-692-0921, ext. 3825

# EXHIBIT A

## ATTACHMENT 1

### COMMUNITY COLLEGE FOUNDATION MEMBER COLLEGES

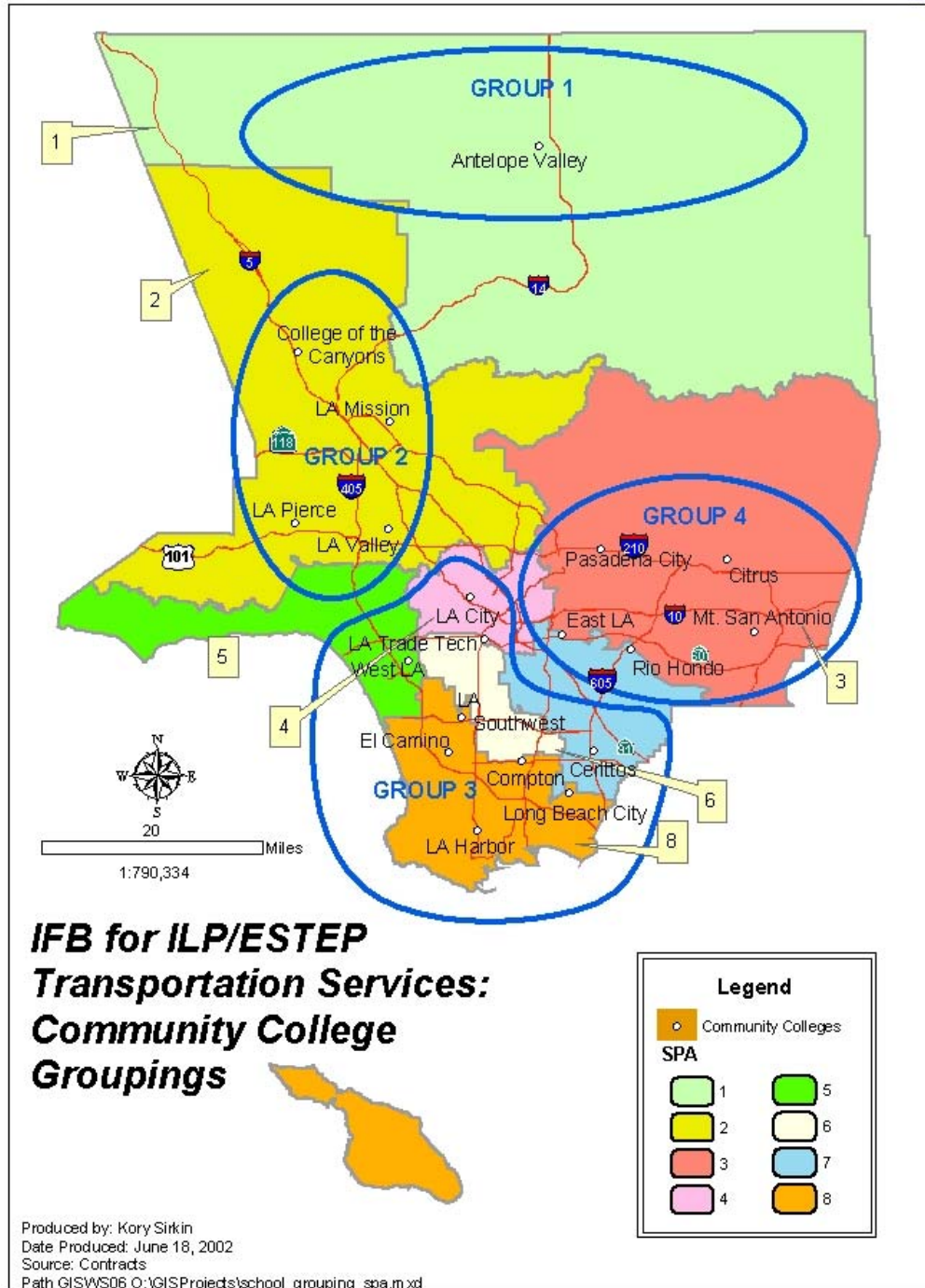
WEST LOS ANGELES COLLEGE  
4800 Freshman Drive  
Culver City, CA 90230  
310-287-4356  
fax: 310-841-0396  
Email:

[www.wlac.cc.ca.us](http://www.wlac.cc.ca.us)

MAP OF TRANSPORTATION GROUPS



Los Angeles County Department  
Department of Children and Family Services





**DELIVERABLES MATRIX**

<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>PARAGRAPH</b>
1. Child Abuse Reporting Procedure	Prior to start of work.	Contract Paragraph 7.6.2.2
2. Quality Control Plan	Fifteen days after Contract award.	SOW Paragraph 8.0
3. ILP Route Report	Five days prior to start of ILP Module classes	SOW Paragraph 4.1.4
4. ESTEP Route Report	Five days prior to start of ESTEP Module classes	SOW Paragraph 4.2.4

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**

**Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Date Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of CPM

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Program Manager

\_\_\_\_\_

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of CPM

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

CPM Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE STANDARD</b>	<b>ACCEPTABLE DEVIATION FROM STANDARD</b>	<b>MONITORING METHOD</b>	<b>CLAIM AMOUNT</b>
Contract: Sub-paragraph 7.6 – Child Abuse Prevention Reporting	CONTRACTOR meets the requirements of Sub-paragraph 7.6 regarding reporting of suspected instances of child abuse.	None	Inspection, observation, interviews	\$1000 per occurrence, consideration of termination for default.
Contract: Sub-paragraph 7.6.2.2 – Child Abuse Prevention Reporting	CONTRACTOR submits a procedure to ensure reporting by those not required by Penal Code to report suspected child abuse prior to start of work.	None	Inspection of procedure	\$500. per occurrence
Contract: Sub-paragraph 5.5 – Invoices and Payment	CONTRACTOR submits timely and accurate invoices to COUNTY by 10 <sup>th</sup> calendar day of the month following service.	10 calendar days early, 5 calendar days late	Inspection of invoices	\$50 per occurrence
Contract: Paragraph 7.1 - Administration of Contract- CONTRACTOR	CONTRACTOR notifies COUNTY in writing of any change in name or address of CONTRACTOR'S Project Manager.	10 calendar days from effective date of change	Inspection & Observation	\$25 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE STANDARD</b>	<b>ACCEPTABLE DEVIATION FROM STANDARD</b>	<b>MONITORING METHOD</b>	<b>CLAIM AMOUNT</b>
Contract: Sub-paragraph 7.3 – Contractor's Staff Identification	CONTRACTORS employees are provided and display while performing contract work a photo ID badge that is in accordance with COUNTY specifications.	None	Inspection & Observation	\$100 per occurrence
Contract: Sub-paragraph 7.4 – Security Clearance	CONTRACTOR submits satisfactory evidence of employee background investigations prior to employees' start of work.	None	Inspection	\$200 per occurrence
Contract: Sub-paragraph 7.4 – Security Clearance	CONTRACTOR ensures that drivers do not have a criminal record involving children prior to transporting youth.	None	Inspection	\$200 per occurrence
Contract: Sub-Paragraph 7.4 – Security Clearance	CONTRACTOR employees performing work under the contract have good driving records, defined as no more than 1 point in the prior 36 months.	None	Inspection of DMV records	\$200 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE STANDARD</b>	<b>ACCEPTABLE DEVIATION FROM STANDARD</b>	<b>MONITORING METHOD</b>	<b>CLAIM AMOUNT</b>
Contract: Sub-paragraph 7.5 – Confidentiality	CONTRACTOR has each employee or non-employee performing service under the Contract sign the appropriate acknowledgement and confidentiality agreement, Contract Exhibits G1 or G2.	None	Inspection	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaint Policy	CONTRACTOR submits acceptable Complaint Policy and adheres to policy.	None	Inspection	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection/Audit Settlement	CONTRACTOR maintains required records and presents to CPM on demand.	None	Inspection of files	\$100 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	CONTRACTOR obtains COUNTY'S written approval prior to subcontracting any work.	None	Inspection & Observation	\$1000 per occurrence; possible termination for default of contract
SOW: Paragraph 3.0 – General Requirements	CONTRACTOR maintains all licenses, reports, and records required by SOW Paragraph 3.0.	None	Inspection	\$250 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE STANDARD</b>	<b>ACCEPTABLE DEVIATION FROM STANDARD</b>	<b>MONITORING METHOD</b>	<b>CLAIM AMOUNT</b>
SOW: Sub-paragraph 3.7 – General Requirements	CONTRACTOR vehicles used to provide service have cell phones when in use for this Contract.	None	Inspection	\$250 per occurrence
SOW: Sub-paragraph 3.8 – General Requirements	Vehicles used to provide service under this contract are safety inspected before each use.	None	Inspection	\$250 per occurrence
SOW: Sub-paragraph 3.9 – General Requirements	Handicap-accessible vehicles are provided when needed.	None	Observation	\$250 per occurrence
SOW: Sub-paragraph 3.9 – General Requirements	CONTRACTOR immediately notifies CPM regarding any incident or injury to youth and follows with written report within 1 business day.	None	Inspection, observation, interview	\$250 per occurrence
SOW: Sub-paragraph 3.10 – General Requirements	CONTRACTOR immediately notifies CPM regarding any complaints or concerns regarding youth and follows with written report within 1 business day.	None	Inspection, observation, interview	\$50 each occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE STANDARD</b>	<b>ACCEPTABLE DEVIATION FROM STANDARD</b>	<b>MONITORING METHOD</b>	<b>CLAIM AMOUNT</b>
SOW: Sub-paragraph 4.1.2 and 4.2.2	CONTRACTOR accurately determines the shortest round trip mileage from youth residences or pick up point to destination.	None	Inspection and verification of round trip mileage shown on Route Reports and invoices.	\$100 per occurrence
SOW: Sub-paragraph 4.1.4 and 4.2.4	CONTRACTOR submits accurate and complete ILP and ESTEP Route Reports to CPM one (1) day prior to start of a Module.	None	Observation	\$500 per occurrence
SOW: Sub-paragraph 4.1.5 and 4.2.5	Maximum one-way travel time for route does not exceed one (1) hour.	None	Observation, testing	\$100 per occurrence
SOW: Sub-paragraph 4.1.6 and 4.2.6	Arrival at destination is not later than ten (10) minutes prior to class start.	None	Observation, reports from instructors	\$100 per occurrence
SOW: Sub-paragraph 4.1.7 and 4.2.7	Return transportation is available 20 minutes prior to class end	None	Observation, reports from instructors	\$100 per occurrence
SOW: Sub-paragraph 4.3	Drivers follow the approved route without unnecessary or unscheduled stops.	None	Observation, reports from youth or staff	\$500 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE STANDARD</b>	<b>ACCEPTABLE DEVIATION FROM STANDARD</b>	<b>MONITORING METHOD</b>	<b>CLAIM AMOUNT</b>
SOW: Paragraph 7.0 - Contractor Responsibilities	CONTRACTOR employees meet the requirements of SOW Paragraph 7.0.	None	Inspection, observation, interview	\$100 per occurrence
SOW: Paragraph 8.0 – Quality Control	CONTRACTOR submits acceptable Quality Control Plan to CPM no later than 15 days after award of the Contract.	None	Inspection	\$500.00 per occurrence

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**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY BIDDERS**

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION		DURHAM TRANS.	SCHOOL & HOME TRANS.	MV TRANS.
Cultural/Ethnic Composition		% of Ownership	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American	Public Corp.	50%	74%
	Hispanic/Latin American		25%	
	Asian American			
	American Indian/Alaskan			
	All others		25%	26%
	Women (included above)		50%	74%
		Number	Number	Number
MANAGER	Black/African American	34	2	31
	Hispanic/Latin American	28	1	14
	Asian American	1	0	2
	American Indian/Alaskan	1	0	1
	All others	235	2	81
	Women (included above)	138	2	36
STAFF	Black/African American	1415	2	1193
	Hispanic/Latin American	1557	4	679
	Asian American	93	0	203
	American Indian/Alaskan	65	0	26
	All others	6711	3	847
	Women (included above)	6287	2	1217
TOTAL # OF EMPLOYEES		11,230	9	5000
BUSINESS STRUCTURE		Corporation	Corporation	Corporation
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		NO	NO	NO
CERTIFYING AGENCY				